

## ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Recreation Services**

Council Meeting Date: **7/28/2016**

Department Contact: **Amy Wilson**

Phone # **256-564-8024**

Contract or Agreement: **Agreement Between The City of Huntsville and The Huntsville Track Club**

Document Name: **Agreement Between the City of Huntsville & the Huntsville Track Club for City Spons...**

City Obligation Amount: **\$10,000.00 (\$5000.00/eve...**

Total Project Budget: **\$10,000.00**

Uncommitted Account Balance: **\$5000.00**


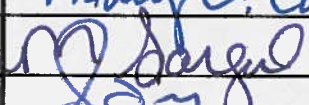
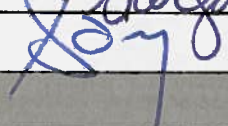
Account Number: **1000-30-30405-515520**

### Procurement Agreements

<b>Select...</b>	<b>Select...</b>
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### Grant-Funded Agreements

<b>Select...</b>	<b>Grant Name:</b>

Department	Signature	Date
1) Originating		7/14/16
2) Legal	Mary C. Cates	7/18/16
3) Finance		7-18-16
4) Originating		7/19/16
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: \_\_\_\_\_

Meeting Type: Regular

Meeting Date: Jul 28, 2016

Action Requested By: Parks and Recreation

Agenda Type: Resolution

Subject Matter:

Agreement between the City of Huntsville and the Huntsville Track Club for Sponsorship of the Rocket City Marathon

Exact Wording for the Agenda:

Agreement between the City of Huntsville and the Huntsville Track Club for Sponsorship of the Rocket City Marathon

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

To allow for Sponsorship of the Rocket City Marathon.

Associated Cost: \$10,000.00 (\$5000.00/event)

Budgeted Item: Yes

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: 7/14/16

**RESOLUTION NO. 16-\_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into an Agreement on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, and the Huntsville Track Club (hereinafter referred to as the "HTC") which said agreement is substantially in words similar to that certain document attached hereto and identified as "Agreement between the City of Huntsville and the Huntsville Track Club for City Sponsorship of the Rocket City Marathon", consisting of three (3) pages and the date of July 28, 2016, appearing on the margin of the first page, together with the signature of the President or President Pro-Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

**ADOPTED** this the 28<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 28<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
Mayor of the City of Huntsville

AGREEMENT BETWEEN THE CITY OF HUNTSVILLE  
AND THE HUNTSVILLE TRACK CLUB FOR CITY  
SPONSORSHIP OF THE ROCKET CITY MARATHON

STATE OF ALABAMA )  
 )  
COUNTY OF MADISON )

**SPONSORSHIP AGREEMENT**

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between Huntsville Track Club, hereinafter referred to as HTC, and the City of Huntsville, a municipal corporation in the State of Alabama, hereinafter referred to as "City", for the purpose of major level sponsorship of the Rocket City Marathon.

**WITNESSETH**

**WHEREAS**, HTC stages the Rocket City Marathon each year; and

**WHEREAS**, the Rocket City Marathon provides recreational and cultural opportunities for the City of Huntsville; and

**WHEREAS**, the Rocket City Marathon provides a positive image of the Huntsville community to both residents and non-residents; and

**WHEREAS**, HTC offers differing levels of sponsorships to help cover the cost of staging the Rocket City Marathon; and

**WHEREAS**, the City wishes to be one of the three Major Sponsors of the Rocket City Marathon for 2016;

**NOW, THEREFORE, FOR AND IN CONSIDERATION** of the mutual covenants and agreements contained hereinbelow, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The agreement shall become effective when it is executed by the last party to execute it, and shall continue in effect through December 31, 2016.
2. The Huntsville Track Club will:
  - A. Provide the City with a Major Level of Sponsorship for the Rocket City Marathon. HTC will allow only three Major Level Sponsorships for each Rocket City Marathon occurring during the term of this Agreement.
  - B. Sponsorship includes the sponsor's logo on all marathon advertising, printed material and marathon items. Details of the items are as follows:

**ADVERTISING:** The sponsor's logo will be included in all Rocket City Marathon advertising.

The sponsor's logo will appear on the following:

\_\_\_\_\_  
President, Huntsville City Council  
Date: \_\_\_\_\_

The Rocket City Marathon website.  
The Rocket City Marathon Facebook page.  
The "Spectator Flyer", which shall be mailed to 8,000  
Huntsville residents along the marathon course.  
Finishers Certificate (1000) Only the title and major  
sponsor's logos are included on the certificates  
along with the race logo.  
T-shirts (2200) Only the title, two major sponsors'  
and HTC logos are included on the t-shirts along  
with the t-shirt art.  
The finish line structure.

**BANNERS & SIGNAGE:** The three major sponsors' logos are  
included on the four race banners used at the start,  
finish and race headquarters.

**RACE PACKET:** The City will have the opportunity to include  
any printed material or other item of its choice in the race  
packet.

**INVITATIONS & EXPOSURE:** The sponsor's representative will be  
provided invitations to all the event functions and will be  
given recognition and/or the opportunity to speak at these  
functions including the following:

Wednesday evening formal press conference  
Friday afternoon invited runner welcome  
Friday evening carbo supper  
Saturday awards presentation (each major sponsor is  
invited to present the awards in one of the awards  
categories.)

A PA announcer at the start and finish will give repeated  
recognition to sponsors

**EXPO BOOTH:** Huntsville Track Club will provide this level  
sponsor an Expo booth at no additional fee.

3. The City of Huntsville will:

Paint all course markings for the Marathon  
Provide \$10,000.00 to be spent on race related items as  
follows:

Finisher Caps  
T-shirts  
Award Medals  
Finisher Medallions  
Invited Runner Lodging  
Advertising Running Journal  
Mailing Expenses

Provide a staff person from Community Events to interface  
between HTC and the City

Assist in acquiring:

Barricades for finish line and trash barrels as needed  
Traffic cones from Transportation Department as needed  
Work to have Special Event Permit approved for traffic  
control from HPD

4. Neither HTC nor its employees shall have any authority to obligate  
the City to any indebtedness or other obligation without having obtained  
specific written approval thereof, by resolution, from the City Council of the  
City of Huntsville, Alabama.



5. The HTC shall be deemed in all respects to be a contractor and not an agent, joint venturer or partner of the City. All of the services to be performed for the City under this agreement are to be performed by HTC who may utilize the customary service of others under its direct supervision, without further expense or cost to the City.

6. HTC is also responsible for all salaries, wages, taxes, unemployment compensation, workers compensation, or other "Benefits" of its employees, and does hereby identify and hold harmless the city from any claim or obligation therefore.

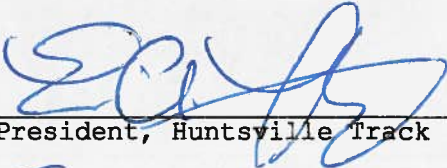
7. Each party hereto shall have the right and option to cancel this agreement by giving written notice of its intention to do so to the other party no later than thirty (30) days after the marathon event each year.

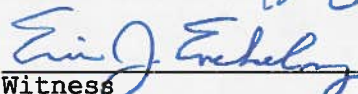
8. Should this agreement be found by any court of competent jurisdiction to be illegal or unenforceable, it shall be deemed terminated as of the date any such decree, without recourse of either party against the other.

9. This document represents the full agreement among the parties. This agreement shall be construed in accordance with the laws of the State of Alabama.

\_\_\_\_\_  
Mayor, City of Huntsville, Alabama

\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
President, Huntsville Track Club

  
\_\_\_\_\_  
Witness